

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

NEW HIGH-TECH ENTERPRISE	§	
COMPANY INC	§	
	§	
V.	§	CASE NO. 4:18-cv-01962
	§	
INTERWORKS UNLIMITED INC.,	§	
ERIC H LU AKA ERIC LU,	§	
AND ZHU HUAN LU AKA ZHU H LU	§	

COUNTER-DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

New High-Tech Enterprise Company Inc (Counter-Defendant) files its Original Answer to the Original Counter-Complaint of Interworks Unlimited Inc., Eric H Lu aka Eric Lu, and Zhu Huan Lu aka Zhu H Lu (collectively, Counter-Plaintiffs), respectfully stating:

1. Counter-Defendant lacks sufficient information to form a belief about the truth of Paragraph 1 of Counter-Plaintiffs' Counter-Complaint.

2. Counter-Defendant lacks sufficient information to form a belief about the truth of Paragraph 2 of Counter-Plaintiffs' Counter-Complaint.

3. Counter-Defendant lacks sufficient information to form a belief about the truth of Paragraph 3 of Counter-Plaintiffs' Counter-Complaint.

4. Counter-Defendant admits the statements in Paragraph 4 of Counter-Plaintiffs' Original Counter-Complaint.

5. Counter-Defendant admits the statements in Paragraph 5 of Counter-Plaintiffs' Original Counter-Complaint.

6. Counter-Defendant admits the statements in Paragraph 6 of Counter-Plaintiffs' Original Counter-Complaint.

7. Counter-Defendant denies the statements in Paragraph 7 of Counter-Plaintiffs' Original Counter-Complaint.

8. Counter-Defendant denies the statements in Paragraph 8 of Counter-Plaintiffs' Original Counter-Complaint.

9. Counter-Defendant admits the statements in Paragraph 9 of Counter-Plaintiffs' Original Counter-Complaint.

10. Paragraph 10 asserts legal conclusions to which no response is required. To the extent a response is required, Counter-Defendant denies the statements in Paragraph 10 of Counter-Plaintiffs' Original Counter-Complaint. Counter-Defendant also specifically denies Defendants are entitled from Plaintiff damages in the amount of three times the difference between the total amount of interest charged by Plaintiff and the amount of interest allowed by law, and denies Defendant is entitled to all of their reasonable and necessary attorneys' fees for services rendered in defending and prosecuting against Plaintiff through trial on the merits and on appeal.

11. Paragraph 11 of Counter-Plaintiffs' Original Counter-Complaint requires neither an admission nor a denial. To the extent a response is required, Counter-Defendant denies the statements in Paragraph 11 of Counter-Plaintiffs' Original Counter-Complaint. Counter-Defendant also specifically denies Defendants are entitled from Plaintiff damages in the amount of three times the difference between the total amount of interest charged by Plaintiff and the amount of interest allowed by law, and denies Defendants are entitled to all of their reasonable and necessary attorneys' fees for services rendered in defending and prosecuting against Plaintiff through trial on the merits and on appeal.

12. Paragraph 12 of Counter-Plaintiffs' Original Counter-Complaint asserts legal conclusions to which no response is required. To the extent a response is required, Counter-

Defendant denies the statements in Paragraph 12 of Counter-Plaintiffs' Original Counter-Complaint. Counter-Defendant also specifically denies Defendants are entitled from Plaintiff all of their reasonable and necessary attorneys' fees for services rendered in defending and prosecuting against Plaintiff through trial on the merits and on appeal.

13. Paragraph 13 of Counter-Plaintiffs' Original Counter-Complaint asserts legal conclusions to which no response is required. To the extent a response is required, Counter-Defendant denies the statements in Paragraph 13 of Counter-Plaintiffs' Original Counter-Complaint.

General Denial

14. Counter-Defendant generally denies that it is liable for any sums claimed by Counter-Plaintiffs.

Affirmative Defenses

15. Counter-Defendant asserts that Counter-Plaintiffs Eric H. Lu aka Eric Lu and Zhu Huan Lu aka Zhu H. Lu lack standing and/or are strangers to the transaction in connection with the claims of Counter-Plaintiffs.

16. Counter-Defendant asserts that it is entitled to an offset and/or credit for the amounts sought by Counter-Plaintiffs.

17. Counter-Defendant asserts correction.

WHEREFORE, Counter-Defendant requests that Counter-Plaintiffs take nothing, that Counter-Defendant recover its attorney's fees and costs of court, and for such other and further relief, legal and equitable, to which Counter-Defendant is justly entitled.

Respectfully submitted,

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Attorneys for Plaintiff
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Certificate of Service

I hereby certify that, on September 26, 2018, I forwarded a true and correct copy of the above and foregoing document by e-mail message and facsimile to:

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/s/ Keith D. Peterson
Keith D. Peterson

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